

**CONTRACT #7**

**RFS # N/A**

**UT #99766**

**University of Tennessee  
Health Science Center**

**VENDOR:  
Knoxville Pulmonary  
Group, PA**



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower  
Knoxville, TN 37996-0174  
Phone: (865) 974-2243  
Fax: (865) 974-1324

June 13, 2007

Mr. Jim White  
Executive Director  
Fiscal Review Committee  
320 Sixth Avenue, North – 8<sup>th</sup> Floor  
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the Knoxville Pulmonary Group, PA to provide administrative and supervisory services supporting the cardiology training of medical residents.

The Knoxville Cardiovascular Group, PC is physically located at the University of Tennessee Medical Center and provides pulmonary/critical care teaching services in the Medical Intensive Care Unit. These services include conducting patient rounds with the medical residents, performing consultations, providing telephone and night call coverage, reviewing x-rays with house staff, and providing supervisory services. The Group's physicians are also members of the UT Graduate School of Medicine's volunteer faculty.

The effective date of the attached contract, which totals \$90,000, is July 1, 2007 through June 30, 2008. The contract is before the Committee for review as the university has contracted annually with the Knoxville Pulmonary Group, PA since 2000 with cumulative expenditures of \$624,000 over this period including the contract submitted for your review. The contract is submitted late for your review as we failed to previously identify this service as a series of annual contracts whose cumulative expenditures exceeded \$250,000

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis  
Vice President for Administration and Finance

c: Dr. John D. Petersen  
Mr. Anthony Ferrara  
Mr. Anthony Haynes  
Dr. Pat Wall

RECEIVED

JUN 14 2007

FISCAL REVIEW

# C O N T R A C T   S U M M A R Y   S H E E T

<b>UT Tracking #</b>	<b>Contract #</b>
99766	N/A
<b>State Agency</b>	<b>UT Campus/Institute</b>
University of Tennessee	Health Science Center
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
Knoxville Pulmonary Group, PA	<input checked="" type="checkbox"/> C- or <input type="checkbox"/> V- 62-0868686

<b>Service Description</b>			
Provide pulmonary/critical care teaching services in the Medical Intensive Care Unit for medical residents.			
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Sub-recipient or Vendor?</b>	<b>CFDA #</b>
07/01/07	06/30/08	Vendor	N/A

<b>Mark Each TRUE Statement</b>					
N/A <input type="checkbox"/> Contractor is on STARS			<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts		
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
332.34	N/A	N/A	N/A	N/A	N/A
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2000-2007	0.00	0.00	0.00	\$534,000.00	\$534,000.00
2008	0.00	0.00	0.00	90,000.00	90,000.00
	0.00	0.00	0.00	0.00	\$ 0.00
	0.00	0.00	0.00	0.00	\$ 0.00
	0.00	0.00	0.00	0.00	\$ 0.00
	0.00	0.00	0.00	0.00	\$ 0.00
<b>TOTAL:</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$624,000.00</b>	<b>\$624,000.00</b>

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>Campus/Unit CBO Contact</b>	
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	Name: Sylvia Davis 865-974-2244	
			Vice President for Administration and Finance Approval	
<b>TOTAL:</b>				
<b>End Date:</b>				

<b>Contractor Ownership</b> (complete only for base contracts with contract # prefix: FA or GR)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—	

<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)		
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government (e.g., ID, GG, GU)	<input type="checkbox"/> Other

<b>Procurement Process Summary</b> (complete for selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)
The Knoxville Pulmonary Group PA is located at the UT Medical Center in Knoxville, are members of the Graduate School of Medicine's volunteer faculty, and are the only group that can meet the specific needs of the department.

**THE UNIVERSITY OF TENNESSEE  
REQUEST: NON-COMPETITIVE JUSTIFICATION FORMS**

**APPROVED:**

\_\_\_\_\_  
UT System Office Approval

\_\_\_\_\_  
Date

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request cannot be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) UT Tracking Number	99766		
2) Campus/Institute Name	University of Tennessee Health Science Center		
3) Short Description:	For provision of pulmonary/critical care teaching services in the Medical Intensive Care Unit		
4) Proposed Vendor:	Name:	Knoxville Pulmonary Group, PA	
	Vendor Number:		
	Vendor ID:	62-0868686	
5) Contract Start Date:	July 1, 2007		
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2008		
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$90,000.00 (continuing services cumulative total will be \$624,000.00)		
8) Approval Criteria : (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
9) Detailed Description of Service to be Acquired :			
Knoxville Pulmonary Group, PA agrees to provide the Department of Medicine with pulmonary/critical care teaching services in the Medical Intensive Care Unit. These services, provided by members of the group, shall include conducting patient rounds with the medical residents, performing consultations, providing telephone and night call coverage, reviewing x-rays with house staff, and providing supervision of procedures.			
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :			
The Accreditation Council for Graduate Medical Education could put the residency program on probation or drop the accreditation if they determine during the site visits that residents are not getting the required training in pulmonary/critical care medicine.			
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :			
Services have been previously purchased under contract from Knoxville Pulmonary Group, PA since 2000.			
12) Name & Address of the Proposed Vendor/Contractor(s):			

(not required if proposed contractor is a state education institution)	
Knoxville Pulmonary Group, PA 1940 Alcoa Highway, Suite 210 Knoxville, TN 37920	
<b>13) Evidence of the Proposed Vendor/Contractor's Experience and Length of Experience Providing the Service :</b>	
Members of Knoxville Pulmonary Group, PA have been providing contracted services for teaching to the department since 2000	
<b>14) Documentation of Office for Information Resources Endorsement :</b> (required <u>only</u> if the subject service involves information technology)	N/A
<b>15) Documentation of Department of Personnel Endorsement :</b> (required <u>only</u> if the subject service involves training for state employees)	N/A
<b>16) Documentation of State Architect Endorsement :</b> (required <u>only</u> if the subject service involves construction or real property related services)	N/A
<b>17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>	
It is not financially feasible for the Graduate School of Medicine to employ pulmonary medicine/critical care subspecialists for teaching. Knoxville Pulmonary Group is physically located at the University of Tennessee Medical Center and the physicians are members of the Graduate School of Medicine volunteer faculty. They are the only group that can meet the specific needs of the department.	
<b>18) Justification of Why the University Should Use Non-Competitive Negotiation Rather Than a Competitive Process:</b> (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)	
By contracting with Knoxville Pulmonary Group, there is a physician available at all times to supervise and teach the medicine residents for inpatient rounds, consultations, night call coverage, review of x-rays, and supervision of procedures in the Medicine Intensive Care Unit. It is not financially feasible for Graduate School of Medicine to employ pulmonary medicine/critical care subspecialists for teaching. Knoxville Pulmonary Group is physically located at the University of Tennessee Medical Center and the physicians are members of the Graduate School of Medicine volunteer faculty. They are the only group that can meet the specific needs of the department.	

THE UNIVERSITY OF TENNESSEE

CONTRACT

This Contract, made and entered into on July 1, 2007, documents the agreement between The University of Tennessee (hereinafter University), and Knoxville Pulmonary Group, PA (hereinafter Contractor).

This contract consists of this cover page, the University's Standard Terms and Conditions (on reverse) and no additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

The Contractor agrees to provide the Department of Medicine, University of Tennessee Graduate School of Medicine, pulmonary/critical care teaching services in the Medical Intensive Care Unit (MICU). These services, provided by members of the group, shall include conducting patient rounds with the medical residents, performing consultations, telephone coverage, night call coverage, review of X-rays with housestaff, and supervision of procedures.

The period of performance under this contract is from July 1, 2007 through June 30, 2008. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \$7,500.00 per month

Other Payment Terms:

The University's maximum liability under this Contract is \$90,000.00.

Other terms (Put N/A if none): NA

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Signature

Name and Title

Date:

1940 Alcoa Highway, Suite E-210

Address

Knoxville, TN 37920

865-524-7471

Telephone Number

62-0868686

SSN or Federal ID No.

REV GSM 5-05

FOR UNIVERSITY:

Medicine

Department Name

E086353

Responsible Account (if applicable)

Department Chair (optional)

Administrative Signature (optional)

Authorized Official

Date:

#### STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
  2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
  3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
  4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
  5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
  6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
  7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.
  8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
  9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
  10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
  11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
    - a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
    - b. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
      - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
      - Unfair advantage to or favored treatment for a third party outside the University.
    - c. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.
- The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:
- a. Any partners or employees of the Contractor who are also employees of the University.
  - b. Any relatives of the Contractor's partners or employees who work for the University.
  - c. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
  13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).
  14. For personal, professional, and consultant services, the Contractor shall submit brief, periodic progress reports to the University as requested.
  15. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by the University, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.